

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL CONTRACT 130 (MC2015-64)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2015-95

**NOTICE OF UNITED STATES POSTAL SERVICE OF
AMENDMENT TO PRIORITY MAIL CONTRACT 130,
WITH PORTIONS FILED UNDER SEAL**
(October 22, 2015)

The Postal Service hereby provides notice that the terms of Priority Mail Contract 130, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Contract 130 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective two business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail Contract 130. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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October 22, 2015

ATTACHMENT A

REDACTED AMENDMENT TO PRIORITY MAIL CONTRACT 130

**AMENDMENT
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING PRIORITY MAIL SERVICE**

This amendment amends the Shipping Services Contract dated July 6, 2015, regarding Priority Mail Service, made by and between [REDACTED] ("Customer") and the United States Postal Service ("the Postal Service" and such contract, the "Contract").

WHEREAS, the Parties desire to amend the terms in Section I.G, Contract Prices, and add Section VIII to this contract.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective two (2) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Section I.G with the following. The price tables in Section I.G shall remain unchanged.]

I. Terms

G. Contract Prices. Customer shall receive pricing based on Customer's total number of Contract Packages shipped per quarter, as follows:

1. From the effective date of this amendment, until December 31, 2015, Customer shall receive Tier 2 prices pursuant to Table C below.
2. Subsequent Quarter Prices. Beginning on January 1, 2016, Customer shall receive tier pricing based on Customer's total volume of Contract Packages shipped in the preceding Contract Quarter, pursuant to Tables B and C below.

[Add Section VIII as follows.]

VIII. Assignment

Neither Party may, or shall have the power to, assign its rights under the contract or, delegate its obligations hereunder, without the prior consent of the other; such consent is not to be unreasonably withheld. In addition, in the event that Customer is merged with or into or

acquires another entity, pricing under this contract following such merger or acquisition shall apply only to mail sent by the entity existing prior to the merger or acquisition. Following any such merger or acquisition, the Parties may negotiate in good faith to extend, modify or enter into a new contract applicable to the merged or acquired entity.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: 

Printed Name: Cliff Rucker

Title: Vice President, Sales

Date: 10/8/15

